

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Discharge

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		11/16/2007	Banking Institution: CANADA
Canadian Imperial Bank of Commerce		11/16/2007	Banking Institution: CANADA
Bank of Montreal		11/16/2007	Banking Institution: CANADA

RECEIVING PARTY DATA

Name:	Spinrite Limited Partnership
Street Address:	320 Livingstone Avenue South
Internal Address:	Box 40
City:	Listowel
State/Country:	ONTARIO
Postal Code:	N4W 3H3
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3152832	ALLURE
Registration Number:	3074891	BABY BOUCLE
Registration Number:	1475015	BABY BRITE
Registration Number:	3116094	BABY COORDINATES
Registration Number:	1034354	BERELLA 4
Registration Number:	3147844	BERNAT
Registration Number:	0840552	BERNAT
Registration Number:	0765926	BERNAT
Registration Number:	2126513	BOUQUET
Registration Number:	3070323	CHA CHA
Registration Number:	3119239	DIVINE

CH \$740.00 3152832

Registration Number:	3092343	FRENZY
Registration Number:	3070324	GALAXY
Serial Number:	78742569	GLITTALLIC
Registration Number:	3070322	GRACE
Registration Number:	2163053	HANDICRAFTER
Registration Number:	0764725	HANDICRAFTER
Serial Number:	78742585	LACETTE
Registration Number:	3167823	LILY
Registration Number:	3011270	MERIT
Registration Number:	1846241	NICE 'N SOFT
Registration Number:	0843754	PHENTEX
Registration Number:	0843753	PHENTEX
Registration Number:	3033265	SATIN
Serial Number:	78742579	SILVERLASH
Registration Number:	3074892	SOFT BOUCLE
Registration Number:	1685366	SPINDLECRAFT
Registration Number:	3264823	SUGAR 'N CREAM
Registration Number:	1806759	ULTRA-SOFT

CORRESPONDENCE DATA

Fax Number: (716)849-0349
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 716 856 4000
Email: dprincip@hodgsonruss.com
Correspondent Name: David L. Principe - Hodgson Russ LLP
Address Line 1: The Guaranty Building
Address Line 2: 140 Pearl Street, Suite 100
Address Line 4: Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	013012.00090
NAME OF SUBMITTER:	David L. Principe
Signature:	/david l principe/
Date:	12/04/2007

Total Attachments: 34
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RELEASE AND DISCHARGE

- TO:** SPINRITE LIMITED PARTNERSHIP, SPINRITE CORP. (formerly 3096487 NOVA SCOTIA COMPANY), SPINRITE HOLDING LP, SPINRITE GP INC. and SPINRITE TRUST (collectively, the "Spinrite Group")
- AND TO:** THE TORONTO-DOMINION BANK, as administrative agent (the "New Agent") for the Senior Creditors under the credit agreement dated November 16, 2007 among Spinrite Limited Partnership, as borrower, the guarantors party thereto, as guarantors, the lenders party thereto, as lenders, and the New Agent (the "New Credit Agreement")
- AND TO:** NORWEST MEZZANINE PARTNERS, II LP ("Norwest") under the note purchase agreement dated as of November 16, 2007 among Norwest, Spinrite Limited Partnership, Spinrite Acquisition Corp. and the guarantors party thereto, as guarantors (the "Norwest Credit Agreement")
- AND TO:** THE TORONTO-DOMINION BANK AND THE BANK OF NOVA SCOTIA, as lenders under the New Credit Agreement (collectively, together with the New Agent and the other lenders party to the New Credit Agreement from time to time, the "Senior Creditors") (the Senior Creditors and Norwest are collectively referred to as the "Creditors")
- AND TO:** TORYS LLP, GOODMAN'S LLP, STIKEMAN ELLIOTT LLP, STEWART MCKELVEY, AIKINS MACAULAY & THORVALDSON LLP, HODGSON RUSS LLP and PATTON BOGGS LLP (collectively, "Legal Counsel")
- AND TO:** GOWLING LAFLEUR HENDERSON LLP
- RE:** Amended and restated credit agreement dated as of November 10, 2006 among Spinrite Limited Partnership, as borrower (the "Borrower"), Spinrite Corp. (formerly 3096487 Nova Scotia Company), Spinrite Holding LP, Spinrite GP Inc. and Spinrite Trust, as guarantors, The Bank of Nova Scotia, as administrative agent (the "Agent"), Canadian Imperial Bank of Commerce, as syndication agent, and The Bank of Nova Scotia, Canadian Imperial Bank of Commerce and Bank of Montreal, as lenders (collectively, the "Lenders" and each individually a "Lender")
- (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "BNS Credit Agreement")
- DATE:** November 16, 2007
-

RECITALS:

- A. The Spinrite Group is currently indebted to the Agent and the Lenders under and pursuant to the BNS Credit Agreement and other agreements, documents and instruments in respect thereof.
- B. The Agent and the Lenders have been advised that the Spinrite Group plans to repay all indebtedness, liabilities and obligations owing by them to the Agent and the Lenders including, without limitation, those debts, liabilities and obligations set forth in Schedule "A" attached hereto other than the indebtedness, liabilities and obligations arising from or relating to any foreign exchange contracts and current accounts with The Bank of Nova Scotia (the "Continuing Obligations").
- C. The aggregate outstanding indebtedness, liabilities and obligations owed by the Spinrite Group to the Agent and the Lenders as at November 16, 2007 is Cdn\$ (the "Payout Amount"). The Payout Amount is to be wired to the Agent pursuant to the following wiring instructions:

Canadian Dollar Account: THE BANK OF NOVA SCOTIA
Global Wholesale Services
720 King Street West, 2nd Floor, Toronto, ON M5V 2T3

- D. In connection with the payment of the Payout Amount by the Spinrite Group to the Agent and the Lenders, the Spinrite Group and the Creditors have requested that the Agent and the Lenders deliver this Release and Discharge.

In consideration of payment in full of the Payout Amount in accordance with the wire instructions set forth in Recital "C" above before 3:00pm on November 16, 2007, the Agent and each of the Lenders in their respective capacities under the BNS Credit Agreement (and, for greater certainty, not in their capacities as an agent or lender under the New Credit Agreement) hereby acknowledge and agree that, effective upon receipt by the Agent and the Lenders of the Payout Amount:

- 1. All credit facilities established by the Lenders in favour of the Borrower under the BNS Credit Agreement shall be terminated and cancelled, with no further drawdowns or other credit accommodation permitted thereunder, and all obligations of the Spinrite Group in connection therewith shall be satisfied in full save and except the Continuing Obligations (which are obligations owing to The Bank of Nova Scotia pursuant to the New Credit Agreement) and all indemnities set forth in the BNS Credit Agreement which shall survive repayment of the Payout Amount and the termination and cancellation of the BNS Credit Agreement.

2. All agreements, documents or other instruments relating to, evidencing or comprising any loan document or security interest granted in favour of the Agent and/or any Lender by any member of the Spinrite Group are hereby cancelled and terminated and are of no further force or effect save and except for the Continuing Obligations and any documents, instruments and agreements executed in connection therewith (it being acknowledged and agreed that all documents that grant a security interest to the Agent or any Lender in connection with such Continuing Obligations shall be released in accordance with Section 3 below).
3. The Agent and each Lender absolutely and unconditionally remises, releases and forever discharges any and all security interests, hypothecs, liens, encumbrances, charges and mortgages granted in favour of it by the Spinrite Group including, without limitation: (i) the security interests and liens as evidenced by the registrations under the personal property regimes of each respective jurisdiction as listed in Schedule "B" attached hereto, (ii) the security interests and liens as evidenced by the registrations under Section 427 of the *Bank Act* as listed in Schedule "C" attached hereto, (iii) the charges and liens as evidenced by the registrations with the Canadian Intellectual Property Office and the United States Patent and Trademark Office as listed in Schedule "D" attached hereto, and (iv) the charges and liens as evidenced by the registrations under the real property regimes of each respective jurisdiction as listed in Schedule "E" attached hereto (collectively, the "**Registrations**").
4. The Agent and each Lender authorize each Legal Counsel, and any of their respective agents, employees or representatives, to discharge or cause to be discharged all financing statements and charges (including, without limitation, those financing statements or charges listed in Schedules "B", "C", "D" and "E" attached hereto) and this Release and Discharge shall be good and sufficient authority for each Legal Counsel, or any such agent, employee or representative, to do so.
5. The Agent authorizes Morris & MacKenzie Inc. or any other insurance broker to any member of the Spinrite Group to remove, or cause to be removed, the Agent as loss payee and additional insured with respect to all insurance policies owned by the Spinrite Group.
6. The Agent and each Lender undertake and agree to execute and deliver or to cause to be executed and delivered to the Spinrite Group and the Creditors, from time to time, at the Spinrite Group's or any Creditor's reasonable request, and at the expense of the Spinrite Group, registrable discharges of the Registrations and such further agreements, instruments and other documents as the Creditors, the Spinrite Group and/or their respective legal counsel may reasonably advise are necessary or desirable to give full effect to the intention of this Release and Discharge or to publicly record any matter arising therefrom.
7. The Agent and each Lender represents and warrants to the Spinrite Group and the Creditors that it has not sold, assigned, encumbered, hypothecated, parted with possession of or granted any interest in all or any part of any security, loan document or other instrument delivered by any member of the Spinrite Group to the Agent and the Lenders.

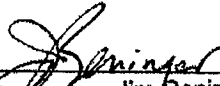
8. The Agent shall immediately deliver to the Spinrite Group, all original share certificates, unit certificates and promissory notes in the possession of the Agent relating to the security granted by each member of the Spinrite Group to the Agent and the Lenders.
9. This Release and Discharge shall be for the benefit of the Spinrite Group and the Creditors and each of their respective successors and assigns and shall be binding upon the Agent, each Lender and each of their respective successors and assigns.
10. This Release and Discharge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
11. This Release and Discharge may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Release and Discharge. Delivery of an executed signature page to this Release and Discharge by any party by facsimile or electronic transmission shall be as effective as delivery of a manually executed copy of this Release and Discharge by such party.
12. For greater certainty, and notwithstanding any other provision of this Release, the New Credit Agreement and any and all security granted in respect of the New Credit Agreement and all other agreements, documents and instruments in respect of the New Credit Agreement in favour of The Bank of Nova Scotia, in its capacity as a lender or agent under the New Credit Agreement, shall not be subject to the provisions of this Release.


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IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

THE BANK OF NOVA SCOTIA, as Agent and as a Lender

Per:


Name: Jim Beninger
Title: Director


Name: Kimberley Snyder
Title: Associate Director

I/We have authority to bind the Bank.

CANADIAN IMPERIAL BANK OF COMMERCE, as a Lender

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

BANK OF MONTREAL, as a Lender

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

THE BANK OF NOVA SCOTIA, as Agent and as a Lender

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

CANADIAN IMPERIAL BANK OF COMMERCE, as a Lender

Per:



Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

BANK OF MONTREAL, as a Lender

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

THE BANK OF NOVA SCOTIA, as Agent and as a Lender

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

CANADIAN IMPERIAL BANK OF COMMERCE, as a Lender

Per:

Name:
Title:


Name:
Title:

I/We have authority to bind the Bank.

BANK OF MONTREAL, as a Lender

Per:

Name:
Title:


Stanley J. J. J.
Vice-President

Name:
Title:

I/We have authority to bind the Bank.

SCHEDULE "A"
PAYOUT AMOUNT

See attached

SPINRITE LIMITED PARTNERSHIP

- Payout on Nov 16,2007
Figures in CDN dollars

BNS CIBC BMO TOTAL Per diem

TERM FACILITY - Loans Outstanding
upto and including Nov 15

Principal
Interest

REVOLVING CREDIT FACILITY - Loans Outstanding
upto and including Nov 15

Principal
Interest

SWINGLINE facility*

Principal
Interest

Commitment fees**
upto and incl Nov 15

Legal fees - '

Invoice dated July 20,07 (Dec 27/06 to May 23/07)
Invoice dated Nov 07 (July 20/07 to Nov 07)

* subject to change

**final fees due subject to Swing line utilisation

Interest based on Prime - currently @ 6.25 pa

Payments should be received by 3pm so as not to attract additional Interest

pay-out figure.xls
15/11/2007

SCHEDULE "B"

PPSA REGISTRATIONS

A. ONTARIO

SECURED PARTY	FILE NO./ REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING/CHARGE STATEMENTS	DEBTOR(S)
1. The Bank of Nova Scotia, as Agent	612019458 20050114 1610 1862 1368 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle		Spinrite Limited Partnership Spinrite GP Inc.
2. The Bank of Nova Scotia, as Agent	612019386 20050114 1606 1862 1366 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle		Spinrite GP Inc.
3. The Bank of Nova Scotia, as Agent	612461124 20050204 1416 1862 2716 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle		Spinrite Holding LP Spinrite GP Inc.
4. The Bank of Nova Scotia, as Agent	612461106 20050204 1415 1862 2715 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle		Spinrite Trust Spinrite Trust Trust
5. The Bank of Nova Scotia, as Agent *Original debtor 3096487 Nova Scotia Company	612397737 20050202 1236 1862 2503 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	20050706 1602 1862 2053 Amendment: The debtor has changed its name from "3096487 Nova Scotia Company" to "Spinrite Corp."	Spinrite Corp.

B. MANITOBA

SECURED PARTY	REGISTRATION NO/ REGISTRATION DATE/ EXPIRY DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	CHANGE HISTORY	DEBTOR(S)
1. The Bank of Nova Scotia, as Agent	200500763409 January 17, 2005 January 17, 2010	The security interest is taken in all of the debtor's present and after-acquired personal property.		Spinrite Limited Partnership Spinrite GP Inc.
2. The Bank of Nova Scotia, as Agent	200501809208 February 3, 2005 February 3, 2010	The security interest is taken in all of the debtor's present and after-acquired personal property.		Spinrite Holding LP Spinrite GP Inc.

C. NOVA SCOTIA

SECURED PARTY	REGISTRATION NO/ REGISTRATION DATE/ EXPIRY DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	AMENDMENTS	DEBTOR(S)
1. The Bank of Nova Scotia, as Agent	9154247 January 19, 2005 (16:43) January 19, 2010	A security interest is taken in all of the debtors' present and after-acquired personal property.		Spinrite Limited Partnership Spinrite GP Inc.
2. The Bank of Nova Scotia, as Agent	9154265 January 19, 2005 (16:46) January 19, 2010	A security interest is taken in all of the debtors' present and after-acquired personal property.		Spinrite GP Inc.
3. The Bank of Nova Scotia, as Agent	9208733 February 7, 2005 (11:04) February 7, 2010	A security interest is taken in all of the debtors' present and after-acquired personal property.		Spinrite Holding LP Spinrite GP Inc.
4. The Bank of Nova Scotia, as Agent	9214520 February 8, 2010 (11:13) February 8, 2010	A security interest is taken in all of the debtors' present and after-acquired personal property.		Spinrite Trust

SECURED PARTY	REGISTRATION/REGISTRATION DATE/EXPIRY DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	AMENDMENTS	DEBTOR(S)
5. The Bank of Nova Scotia, as Agent	9174920 January 26, 2010 (14:48) January 26, 2010	A security interest is taken in all of the debtors' present and after-acquired personal property.	9824256 Registration Date: July 7, 2005 (11:46) Amendment: Debtor changed from 3096487 Nova Scotia Company to Spinrite Corp.	Spinrite Corp.

D. NEW YORK SECRETARY OF STATE (UCC)

Spinrite Limited Partnership

Type	Filing Date	Filing Number	Secured Party	Collateral
Original	2/3/05	200502030176421	The Bank of Nova Scotia, as Agent	All personal property and fixtures

Spinrite Corp. (previously 3096487 Nova Scotia Company)

Type	Filing Date	Filing Number	Secured Party	Collateral
Original - Debtor listed as 3096487 Nova Scotia Company	2/9/05	200502090209789	The Bank of Nova Scotia, as Agent	All personal property and fixtures
Amendment to 200502090209789 to change debtor name to Spinrite Corp.	7/7/05	200507070766761		

SCHEDULE "C"

SECTION 427 BANK ACT (CANADA) REGISTRATIONS

A. ONTARIO

1. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 3, 2005 12:03 PM
Expires: December 31, 2010
Number: 01172097
Bank: 0010 – Canadian Imperial Bank of Commerce
00152 – King and Queen Branch, 1 King Street East
Kitchener, ON N2G 2K4

2. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 3, 2005 12:08 PM
Expires: December 31, 2010
Number: 01172098
Bank: 0002 – The Bank of Nova Scotia
70052 – Kitchener King & Ontario Branch, 64 King Street West
Kitchener, ON N2G 3X1

3. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 3, 2005 12:10 PM
Expires: December 31, 2010
Number: 01172099
Bank: 0001 – Bank of Montreal
00022 – First Canadian Place Branch, P.O. Box 3,
Toronto, ON M5X 1A3

B. MANITOBA

1. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 4, 2005 8:50 AM
Expires: December 31, 2010
Number: 01172127
Bank: 0010 – Canadian Imperial Bank of Commerce
00152 – King and Queen Branch, 1 King Street East
Kitchener, ON N2G 2K4

2. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 4, 2005 8:46 AM
Expires: December 31, 2010
Number: 01172125
Bank: 0002 – The Bank of Nova Scotia
70052 – Kitchener King & Ontario Branch, 64 King Street West
Kitchener, ON N2G 3X1


3. Name: Spinrite Limited Partnership
Address: 320 Livingstone Avenue South, Listowel, ON N4W 3H3
Date: February 4, 2005 8:48 AM
Expires: December 31, 2010
Number: 01172126
Bank: 0001 – Bank of Montreal
00022 – First Canadian Place Branch, P.O. Box 3,
Toronto, ON M5X 1A3


SCHEDULE "D"


INTELLECTUAL PROPERTY REGISTRATIONS




A. CANADA


1. ALLURE	REGISTERED App No.:1220832 FD: 2004-06-17 Reg #: TMA638849 RD: 2005-05-02 Next Renewal: 2020-05-02	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
2. ARCTIC	REGISTERED App No.:0516997 FD: 1984-02-17 Reg #: TMA297602 RD: 1984-11-30 Next Renewal: 2014-11-30	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
3. BABY BOUCLE	REGISTERED App No.:1220828 FD: 2004-06-17 Reg #: TMA662265 RD: 2006-04-06 Next Renewal: 2021-04-06	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
4. BABY COORDINATES	REGISTERED App No.:1220837 FD: 2004-06-17 Reg #: TMA662270 RD: 2006-04-06 Next Renewal: 2021-04-06	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
5. BABY SOFT	REGISTERED App No.:1168866 FD: 2003-02-21 Reg #: TMA638588 RD: 2005-04-28 Next Renewal: 2020-04-28	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

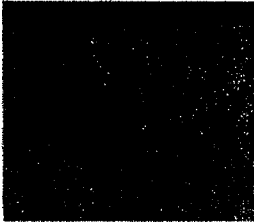

6. BE MINE	ALLOWED App No.:1241609 FD: 2004-12-22	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
7. BERELLA	REGISTERED App No.:0360973 FD: 1973-02-01 Reg #: TMA194212 RD: 1973-09-21 Next Renewal: 2018-09-21	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
8. BERNAT	REGISTERED App No.:0813679 FD: 1996-05-29 Reg #: TMA502212 RD: 1998-10-14 Next Renewal: 2013-10-14	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
9. BERNAT BLING BLING	REGISTERED App No.:1237516 FD: 2004-11-17 Reg #: TMA651021 RD: 2005-10-20 Next Renewal: 2020-10-20	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 <p>10. BISON BLANC: DESIGN</p>	REGISTERED App No.:0535293 FD: 1985-01-24 Reg #: TMA311984 RD: 1986-03-07 Next Renewal: 2016-03-07	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
11. BOUQUET	REGISTERED App No.:0757991 FD: 1994-06-23 Reg #: TMA462363 RD: 1996-08-30 Next Renewal: 2011-08-30	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

 <p>BOUQUET</p> <p>12. BOUQUET & DESIGN</p>	<p>REGISTERED App No.:0321582 FD: 1969-04-16 Reg #: TMA166619 RD: 1969-11-28 Next Renewal: 2014-11-28</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>13. CHA CHA</p>	<p>REGISTERED App No.:1220822 FD: 2004-06-17 Reg #: TMA639009 RD: 2005-05-03 Next Renewal: 2020-05-03</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>14. CHARO</p>	<p>ALLOWED App No.:1241610 FD: 2004-12-22</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>15. CI CI</p>	<p>REGISTERED App No.:1243813 FD: 2005-01-17 Reg #: TMA651042 RD: 2005-10-21 Next Renewal: 2020-10-21</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>16. CRAFTISANAT</p>	<p>REGISTERED App No.:0395961 FD: 1976-03-18 Reg #: TMA220230 RD: 1977-04-22 Next Renewal: 2007-04-22</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>17. DIVINE</p>	<p>REGISTERED App No.:1220831 FD: 2004-06-17 Reg #: TMA638612 RD: 2005-04-28 Next Renewal: 2020-04-28</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>


18. DYNASTY	REGISTERED App No.:0683737 FD: 1991-06-07 Reg #: TMA410057 RD: 1993-03-26 Next Renewal: 2008-03-26	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 19. EAGLE DESIGN	REGISTERED App No.:0672472 FD: 1990-12-13 Reg #: TMA401977 RD: 1992-08-28 Next Renewal: 2022-08-28	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
20. FIRST CHOICE	REGISTERED App No.:0770095 FD: 1994-12-05 Reg #: TMA456298 RD: 1996-03-29 Next Renewal: 2011-03-29	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
21. FRENZY	REGISTERED App No.:1221748 FD: 2004-06-21 Reg #: TMA638691 RD: 2005-04-29 Next Renewal: 2020-04-29	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
22. GLITTALLIC	REGISTERED App No.:1257839 FD: 2005-05-16 Reg #: TMA661951 RD: 2006-03-31 Next Renewal: 2021-03-31	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
23. GLOUCESTER	REGISTERED App No.:0586924 FD: 1987-06-29 Reg #: TMA344065 RD: 1988-08-26 Next Renewal: 2018-08-26	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005


 <p>24. GOOD SHEPHERD & DESIGN</p>	<p>REGISTERED App No.:0667676 FD: 1990-10-01 Reg #: TMA397821 RD: 1992-05-01 Next Renewal: 2007-05-01</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
 <p>25. GOOD SHEPHERD & DESIGN</p>	<p>REGISTERED App No.:0667675 FD: 1990-10-01 Reg #: TMA397820 RD: 1992-05-01 Next Renewal: 2007-05-01</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
 <p>26. GOOD SHEPHERD DESIGN</p>	<p>REGISTERED App No.:0667678 FD: 1990-10-01 Reg #: TMA407700 RD: 1993-02-05 Next Renewal: 2008-02-05</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>27. HANDICRAFTER</p>	<p>REGISTERED App No.:0757990 FD: 1994-06-23 Reg #: TMA460095 RD: 1996-07-12 Next Renewal: 2011-07-12</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>28. HANDICRAFTER</p>	<p>REGISTERED App No.:0279273 FD: 1963-12-05 Reg #: TMA139235 RD: 1965-02-19 Next Renewal: 2010-02-19</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
<p>29. IRISH MIST</p>	<p>REGISTERED App No.:0471700 FD: 1981-06-23 Reg #: TMA270719 RD: 1982-07-02 Next Renewal: 2012-07-02</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>



30. KOUNTRY KABLED KOTTON	REGISTERED App No.:0808652 FD: 1996-04-01 Reg #: TMA472951 RD: 1997-03-18 Next Renewal: 2012-03-18	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
31. LACETTE	REGISTERED App No.:1257840 FD: 2005-05-16 Reg #: TMA661960 RD: 2006-03-31 Next Renewal: 2021-03-31	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
32. LILY	SEARCHED App No.:1304548 FD: 2006-06-07	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
 <p>33. LILY & Design</p>	SEARCHED App No.:1304549 FD: 2006-06-07	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
34. LUXEFFECTS	ALLOWED App No.:1251078 FD: 2005-03-17	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
35. MERIT	REGISTERED App No.:1220834 FD: 2004-06-17 Reg #: TMA638839 RD: 2005-05-02 Next Renewal: 2020-05-02	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

36. NAKINA	REGISTERED App No.:0515414 FD: 1984-01-19 Reg #: TMA296423 RD: 1984-10-26 Next Renewal: 2014-10-26	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
37. NANTUK	REGISTERED App No.:0285767 FD: 1964-11-13 Reg #: TMA140321 RD: 1965-05-14 Next Renewal: 2010-05-14	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
38. NICE 'N SOFT	REGISTERED App No.:0656738 FD: 1990-05-07 Reg #: TMA397286 RD: 1992-04-17 Next Renewal: 2022-04-17	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
39. PHENTEX	REGISTERED App No.:0672473 FD: 1990-12-13 Reg #: TMA392903 RD: 1992-01-17 Next Renewal: 2022-01-17	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 40. PHENTEX & DESSIN	REGISTERED App No.:0305312 FD: 1967-05-30 Reg #: TMA155071 RD: 1968-01-12 Next Renewal: 2013-01-12	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 41. PHENTEX DESIGN	REGISTERED App No.:0672474 FD: 1990-12-13 Reg #: TMA404846 RD: 1992-11-13 Next Renewal: 2022-11-13	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

42. POLAR	REGISTERED App No.:0249194 FD: 1959-01-28 Reg #: TMA114759 RD: 1959-07-17 Next Renewal: 2019-07-17	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
43. POOCH	ALLOWED App No.:1241615 FD: 2004-12-22	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
44. POT-O-GOLD	REGISTERED App No.:0285766 FD: 1964-11-13 Reg #: TMA140313 RD: 1965-05-14 Next Renewal: 2010-05-14	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
45. SILVERLASH	REGISTERED App No.:1257838 FD: 2005-05-16 Reg #: TMA661949 RD: 2006-03-31 Next Renewal: 2021-03-31	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
46. SOFTEE	REGISTERED App No.:0615783 FD: 1988-09-23 Reg #: TMA358616 RD: 1989-07-21 Next Renewal: 2019-07-21	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
47. SOFTEE BABY	REGISTERED App No.:1220823 FD: 2004-06-17 Reg #: TMA662044 RD: 2006-04-03 Next Renewal: 2021-04-03	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005


48. SOLO	REGISTERED App No.:1221749 FD: 2004-06-21 Reg #: TMA639242 RD: 2005-05-05 Next Renewal: 2020-05-05	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
49. SPINDLECRAFT	REGISTERED App No.:0307265 FD: 1967-08-25 Reg #: TMA157072 RD: 1968-05-31 Next Renewal: 2013-05-31	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
50. SPINNING WHEEL	REGISTERED App No.:0304688 FD: 1967-05-06 Reg #: TMA155310 RD: 1968-01-26 Next Renewal: 2013-01-26	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 <p>51. SPINNING WHEEL YARNS & DESIGN</p>	REGISTERED App No.:0304687 FD: 1967-05-06 Reg #: TMA155320 RD: 1968-01-26 Next Renewal: 2013-01-26	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
52. SPINRITE	REGISTERED App No.:1267417 FD: 2005-08-05 Reg #: TMA672788 RD: 2006-09-18 Next Renewal: 2021-09-18	Security agreement in favour of The Bank of Nova Scotia placed on file October 6, 2006
53. SUGAR 'N CREAM	REGISTERED App No.:0808651 FD: 1996-04-01 Reg #: TMA481382 RD: 1997-08-22 Next Renewal: 2012-08-22	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

54. TABRIZ	REGISTERED App No.:0422935 FD: 1978-03-31 Reg #: TMA250380 RD: 1980-09-12 Next Renewal: 2010-09-12	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
55. THE YARN MILL	REGISTERED App No.:0318513 FD: 1968-12-20 Reg #: TMA170859 RD: 1970-08-28 Next Renewal: 2015-08-28	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
56. WHITE BUFFALO	REGISTERED App No.:1207686 FD: 2004-02-26 Reg #: TMA628730 RD: 2004-12-20 Next Renewal: 2019-12-20	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
57. WHITE BUFFALO	REGISTERED App No.:0313976 FD: 1968-06-13 Reg #: TMA161267 RD: 1969-02-14 Next Renewal: 2014-02-14	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005
 <p>58. WHITE BUFFALO & DESIGN</p>	REGISTERED App No.:0524685 FD: 1984-07-03 Reg #: TMA307461 RD: 1985-10-18 Next Renewal: 2015-10-18	Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005

 <p>59. WHITE BUFFALO & DESIGN</p>	<p>REGISTERED App No.:0524684 FD: 1984-07-03 Reg #: TMA304624 RD: 1985-07-12 Next Renewal: 2015-07-12</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>
 <p>60. WHITE BUFFALO Design</p>	<p>REGISTERED App No.:1209490 FD: 2004-03-12 Reg #: TMA637982 RD: 2005-04-21 Next Renewal: 2020-04-21</p>	<p>Security agreement in favour of The Bank of Nova Scotia placed on file March 9, 2005</p>


B. UNITED STATES

<p>1. ALLURE</p>	<p>REGISTERED SN. No.:78478556 FD: 2004-09-03 Reg #: 3152832 RD: 2006-10-10 Next Renewal: 2016-10-10</p>	<p>Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.</p>	<p>Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005</p>
<p>2. BABY BOUCLE</p>	<p>REGISTERED SN. No.:78478627 FD: 2004-09-03 Reg #: 3074891 RD: 2006-03-28 Next Renewal: 2016-03-28</p>	<p>Spinrite Limited Partnership</p>	<p>Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005</p>
<p>3. BABY BRITE</p>	<p>REGISTERED SN. No.:73623123 FD: 1986-09-30 Reg #: 1475015 RD: 1988-02-02 Next Renewal: 2008-02-02</p>	<p>SPINRITE LIMITED PARTNERSHIP</p>	<p>Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005</p>

4. BABY COORDINATES	REGISTERED SN. No.:78478586 FD: 2004-09-03 Reg #: 3116094 RD: 2006-07-18 Next Renewal: 2016-07-18	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
 5. BERELLA 4	REGISTERED SN. No.:73052026 FD: 1975-05-12 Reg #: 1034354 RD: 1976-02-24 Next Renewal: 2006-02-24	CRAFTCO, INC.	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
6. BERNAT	REGISTERED SN. No.:78599014 FD: 2005-03-31 Reg #: 3147844 RD: 2006-09-26 Next Renewal: 2016-09-26	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on September 12, 2006
7. BERNAT	REGISTERED SN. No.:72206215 FD: 1964-11-16 Reg #: 0840552 RD: 1967-12-12 Next Renewal: 2007-12-12	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?

8. BERNAT	REGISTERED SN. No.:72161865 FD: 1963-02-01 Reg #: 0765926 RD: 1964-03-03 Next Renewal: 2014-03-03	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
9. BOUQUET	REGISTERED SN. No.:74689924 FD: 1995-06-16 Reg #: 2126513 RD: 1998-01-06 Next Renewal: 2008-01-06	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
10. CHA CHA	REGISTERED SN. No.:78478570 FD: 2004-09-03 Reg #: 3070323 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
11. DIVINE	REGISTERED SN. No.:78478582 FD: 2004-09-03 Reg #: 3119239 RD: 2006-07-25 Next Renewal: 2016-07-25	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
12. FRENZY	REGISTERED SN. No.:78478651 FD: 2004-09-03 Reg #: 3092343 RD: 2006-05-16 Next Renewal: 2016-05-16	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005

13. GALAXY	REGISTERED SN. No.:78478642 FD: 2004-09-03 Reg #: 3070324 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
14. GLITTALLIC	PENDING SN. No.:78742569 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on September 12, 2006
15. GRACE	REGISTERED SN. No.:78478566 FD: 2004-09-03 Reg #: 3070322 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
16. HANDICRAFTER	REGISTERED SN. No.:74689923 FD: 1995-06-16 Reg #: 2163053 RD: 1998-06-09 Next Renewal: 2008-06-09	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
17. HANDICRAFTER	REGISTERED SN. No.:72162247 FD: 1963-02-07 Reg #: 0764725 RD: 1964-02-11 Next Renewal: 2014-02-11	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?

18. LACETTE	PENDING SN. No.:78742585 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on September 12, 2006
19. LILY	REGISTERED SN. No.:78660089 FD: 2005-06-28 Reg #: 3167823 RD: 2006-11-07 Next Renewal: 2016-11-07	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on September 12, 2006
20. MERIT	REGISTERED SN. No.:78478549 FD: 2004-09-03 Reg #: 3011270 RD: 2005-11-01 Next Renewal: 2015-11-01	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
21. NICE 'N SOFT	REGISTERED SN. No.:74129396 FD: 1991-01-10 Reg #: 1846241 RD: 1994-07-19 Next Renewal: 2014-07-19	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
 22. PHENTEX	REGISTERED SN. No.:72267690 FD: 1967-03-27 Reg #: 0843754 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?

23. PHENTEX	REGISTERED SN. No.:72267689 FD: 1967-03-27 Reg #: 0843753 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
24. SATIN	REGISTERED SN. No.:78478613 FD: 2004-09-03 Reg #: 3033265 RD: 2005-12-20 Next Renewal: 2015-12-20	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005
25. SILVERLASH	PENDING SN. No.:78742579 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
26. SOFT BOUCLE	REGISTERED SN. No.:78478632 FD: 2004-09-03 Reg #: 3074892 RD: 2006-03-28 Next Renewal: 2016-03-28	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on February 15, 2005

27. SPINDLECRAFT	REGISTERED SN. No.:74103172 FD: 1990-10-04 Reg #: 1685366 RD: 1992-05-05 Next Renewal: 2012-05-05	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?
28. SUGAR 'N CREAM	REGISTERED SN. No.:78960604 FD: 2006-08-25 Reg #: 3264823 RD: 2007-07-17 Next Renewal: 2017-07-17	Spinrite Limited Partnership	Security agreement in favour of The Bank of Nova Scotia executed on February 8, 2005 and recorded on September 12, 2006
29. ULTRA-SOFT	REGISTERED SN. No.:74106779 FD: 1990-10-17 Reg #: 1806759 RD: 1993-11-23 Next Renewal: 2013-11-23	SPINRITE LIMITED PARTNERSHI P	The Bank of Nova Scotia recorded two security interests against this registration. Although a release of security interest was recorded, it does not indicate which security interest(s) it pertains to. We therefore suggest that we obtain a copy of the file history from the United States Patent and Trademark Office to determine which of the two - one or both - this relates to. Alternatively, can we obtain this information from counsel for Spinrite?

SCHEDULE "E"

REAL PROPERTY REGISTRATIONS

1. Distribution Centre

Municipal Address:	1700 Bassett Avenue South, Listowel, Ontario
Registered Owner:	Spinrite GP Inc.
Short Legal Description:	Part of Lot 33, Concession 1, designated as Part 2 on Reference Plan No. 44R-3881, Town of North Perth, County of Perth
Pin Number:	Whole of 53027-0607 (LT)
Registered encumbrances: (a) Instrument No. PC22481 registered on February 8, 2005 being a Charge in the original principal amount of \$75,000,000 executed by Spinrite GP Inc. in favour of The Bank of Nova Scotia.	

2. Warehouse

Municipal Address:	305 Livingston Avenue South, Listowel, Ontario
Registered Owner:	Spinrite GP Inc.
Short Legal Description:	Lots 8,9,10,11,12 and Part Lot 7, Plan 194, West side of Livingston Avenue South; Lots 13, 14, 15, 16, 17, 18 and 19 and Part of Lot 521, and Part of Victoria Street (Closed by By-law 1453 Instrument No. L115396), Plan 177; designated as Parts 1, 2 and 3, Reference Plan No. 44R-4273, Town of North Perth, County of Perth.
Pin Number:	Whole of 53023-0163 (LT)
Registered encumbrances: (a) Instrument No. PC22481 registered on February 8, 2005 being a Charge in the original principal amount of \$75,000,000 executed by Spinrite GP Inc. in favour of The Bank of Nova Scotia.	

3. Plant Facility

Municipal Address:	320 Livingston Avenue South, Listowel, Ontario
Registered Owner:	Spinrite GP Inc.
Short Legal Description:	Lots 1, 23 and 24 and Part of Lots 6, 21 and 22, Registrar's Compiled Plan 382, designated as Part 2 on Reference Plan No. 44R-4276, Town of North Perth, County of Perth
Pin Number:	Whole of 53023-0160 (LT)
Registered encumbrances:	
(a) Instrument No. PC22481 registered on February 8, 2005 being a Charge in the original principal amount of \$75,000,000 executed by Spinrite GP Inc. in favour of The Bank of Nova Scotia.	

4. Outlet

Municipal Address:	220 and 230 Elma Street West, Listowel, Ontario
Registered Owner:	Terrier Incorporated
Short Legal Description:	Lot 5 and Part of Lot 6, Registrar's Compiled Plan 382, designated as Part 1 on Reference Plan No. 44R-4276, Town of North Perth, County of Perth.
Pin Number:	Whole of 53023-0158 (LT)
Registered encumbrances:	
(a) Instrument No. PC22485 registered on February 8, 2005 being a Notice of Charge Lease in the original principal amount of \$75,000,000 executed by Spinrite GP Inc. in favour of The Bank of Nova Scotia.	
(b) Instrument No. PC22486 registered on February 8, 2005 being a Notice of Security Interest from Spinrite GP Inc. in favour of The Bank of Nova Scotia.	

5. **275 Elma Street West, Listowel**

Municipal Address:	275 Elma Street West, Listowel, Ontario
Registered Owner:	Terrier Incorporated
Short Legal Description:	Lots 50, 60, 61 and Part Block A, and Part Lots 51, 59, 62, Plan 148, and Part Lot 6, Plan 162, designated as Part 5 on Reference Plan 44R-1690, Save and Except Part 1 on Reference Plan 44R-3089, Town of North Perth, County of Perth
Pin Number:	Whole of 53023-0053 (LT)
Registered encumbrances: (a) Instrument No. PC45914 registered on January 26, 2007 being a Notice of Charge Lease in the original principal amount of \$75,000,000 executed by Spinrite GP Inc. in favour of The Bank of Nova Scotia.	

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